

STATE OF SOUTH CAROLINA

(Caption of Case)

Amended Application of Jacobb Utilities, LLC for
approval of a contract with Cane Creek Partners,
LLC to service Cane Creek Motorcoach Resort

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2007 - 367 - S

(Please type or print)

Submitted by: James S. EakesSC Bar Number: SC Bar # 1820Address: Allen and EakesTelephone: 864-224-1681PO Box 1405Fax: 864-234-8411Anderson, SC 29622

Other: _____

Email: sheilat@goldieassociates.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigator
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input checked="" type="checkbox"/> Other: Amended Applica
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

ALLEN AND EAKES

ATTORNEYS AT LAW

P.O. BOX 1405

ANDERSON, S. C. 29622

RICHARD K. ALLEN, JR.
JAMES S. EAKES*

THOMAS ALLEN (1881-1963)
RICHARD K. ALLEN (1921-1982)

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114 WEST ORR STREET
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* CERTIFIED CIVIL COURT MEDIATOR

February 15, 2008

VIA-FIRST CLASS MAIL

The Honorable Charles L.A. Terreni
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

**RE: Amended Application of Jacabb Utilities, LLC for approval of
A contract with Cane Creek Partners, LLC to serve Cane Creek
Motorcoach Resort
Docket Number: 2007-367-S**

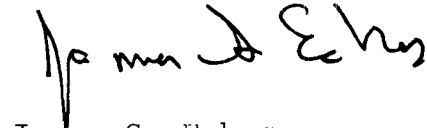
Dear Mr. Terreni:

Enclosed for filing are the original ten (10) copies of an Amended Application of Jacabb Utilities, LLC in the above referenced matter. I would appreciate your acknowledging receipt of this document by date-stamping the extra copy of this letter that is enclosed and returning it to me via first class mail.

By copy of this letter, I am serving the Office of Regulatory Staff and enclose a certificate to that effect. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

ALLEN AND EAKES



James S. Eakes
Attorney at Law

Enclosure

CC: Dukes Scott, Executive Director, ORS
Shannon Bowyer Hudson, Esquire, ORS
Stephen R. Goldie, Jacabb Utilities, LLC

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2007-367-S

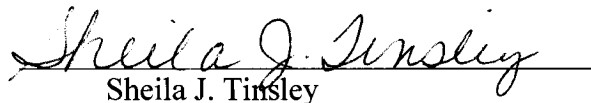
IN RE:

Amended Application of Jacabb Utilities,
LLC for approval of a contract with
Cane Creek Partners, LLC to serve
the Cane Creek Motorcoach Resort

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day one (1) copy of an
Amended Application by placing same in the care and custody of the United States
Postal Service with first class postage affixed thereto and addressed as follows:

Dukes Scott
Office of Regulatory Staff
Post Office Box 11263
Columbia, SC 29211


Sheila J. Tinsley

Seneca, South Carolina
This 20 day of February 2008

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2007-367-S

IN RE:

Application of Jacabb Utilities, LLC for
approval of a contract with Cane Creek
Partners, LLC to serve the Cane Creek
Motorcoach Resort
Amended February 8, 2008

**AMENDED
APPLICATION**

Jacabb Utilities, LLC ("Applicant" or "Utility") hereby submits a contract between it and Cane Creek Partners, LLC ("Developer") for consideration by this Honorable Commission under Vol. 26 S.C. Code Ann. Regs. R.R. 103-541 and 103-743 (Supp.2007). In support of this Application, Applicant would respectively show as follows:

1. Applicant is a public utility currently authorized to operate water and wastewater systems under the jurisdiction of the Commission in Oconee County, as well as certain other counties in this state. Its corporate charter is presently on file with the Commission and an appropriate bond has been posted with same.
2. The Applicant seeks approval of an agreement entered into between Applicant and the Developer dated May 15, 2007 ("Agreement"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A". Under Article IV, § 1 of the Agreement, Applicant will provide service to the proposed development pursuant to all of the terms and conditions as approved by the Commission .

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#1053

3. Pursuant to this agreement, Applicant proposes to serve the Cane Creek Motorcoach Resort which will consist of approximately one (1) commercial unit and eighty-four (84) RV spaces. The Agreement provides, *inter alia*, that Developer will construct all of the necessary sewer facilities ("Facilities") required to serve the Property, acquire all necessary easements and rights-of-way ("Easements") and convey such Facilities and Easements to Applicant. Performance of the Agreement is conditioned upon its approval by this Commission.

4. The proposed development is within Applicant's Commission authorized Service Area in Laurens County. Accordingly, no other public or governmental utility is authorized to serve the proposed development.

5. Pursuant to Article II, §13 of the Agreement, Applicant has agreed to reserve adequate utility capacity for up to eighty-five (85) wastewater connections located within the Property.

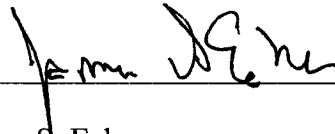
6. Applicant submits that the public convenience and necessity will be served by the approval of this Agreement. Applicant further submits that no hearing in this matter is required. See S.C. Code Ann. § 58-5-240(G) (Supp.2007).

7. Applicant's customer will be the single entity of the Property Owners Associations for the Cane Creek Motorcoach Resort. The Applicant requests the rate for this customer to be \$3,565.11 per month. Exhibit "B" contains reasonable justification for this different rate from the Applicant's approved rate structure for other customers.

8. All correspondence and communications regarding this matter should be sent to the undersigned.

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#2053

WHEREFORE, having fully set forth its Application, Applicant prays that the Agreement, be approved; that a hearing on the within matter be waived or review of the within application be expedited, and that Applicant be granted such other and further relief as the Commission may deem just and proper.



James S. Eakes
Allen and Eakes
PO Box 1405
Anderson, SC 29622
(864) 224-1681

Attorney for Applicant

Anderson, South Carolina

This 15th day of February 2008

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#3 of 3

“EXHIBIT A”

Agreement for Sewer Services

AGREEMENT FOR SEWER SERVICES
CANE CREEK PARTNERS, LLC
LAURENS COUNTY, SC

RECEIVED
5/14/07

This Agreement is entered into this 15 day of May, 2007 by and between Cane Creek Partners, LLC, (hereinafter referred to as "Developer"), and Jacabb Utilities, LLC, a South Carolina corporation (hereinafter referred to as "Utility").

WITNESSETH

WHEREAS, Developer is the owner of or is duly authorized to act on behalf of the owners of certain real estate located 0.24 miles from Whiteford Road on Cane Creek Road near Cross Hill, SC in Laurens County, South Carolina, hereinafter referred to as the "Property" (see "Exhibit 1"); and,

WHEREAS, Developer desires to develop the Cane Creek Motorcoach Resort which will contain approximately one (1) commercial unit and eighty-four (84) RV spaces when completed; and,

WHEREAS, Utility is a public utility engaged in the business of furnishing sewer services to the public in the state of South Carolina. The Utility desires to have constructed and installed, and the Developer desires to construct and install, the wastewater collection, treatment, and disposal facilities to serve the Property subject to the terms and conditions of this Agreement; and

WHEREAS, Developer desires Utility to provide wastewater utility service within the Property and Utility desires to provide wastewater utility service according to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS

- Commercial Unit – A building used for non-residential purposes.
- Force main – The pipe used to convey sewage or septic tank effluent from multiple service lines that has been pressurized.
- Service Line – The pipe connecting the STEP system to the force main.
- Sewage Drain Line – The gravity sewer pipe that transports sewage from a building to its septic tank.
- STEP System – Septic tank effluent pumping system, consisting of a tank, a filter, and pump(s) used for primary treatment of sewage.

- System – The collective assembly of facilities used for the collection, conveyance, treatment, and disposal of sewage and wastewater.

ARTICLE I

Representations and Warranties of Developer

Developer represents and warrants that:

1. Developer is the owner of or is duly authorized to act on behalf of the owners of the Property; and,
2. Developer will cooperate fully with the Utility in any and all applications or petitions to public authorities deemed necessary or desirable by Utility in connection with the construction and installation of the Facilities contemplated by this Agreement; and,
3. Developer will convey to the Utility or otherwise vest in the Utility such right, title and interest in and to such real estate as may be reasonably necessary to permit the Utility to carry out the terms and conditions of this Agreement; and,
4. Developer will convey to Utility or provide by recorded subdivision plats such easements or rights of way as the Utility may reasonably require for the Utility's performance of its obligations under this Agreement. Any such plats, conveyances or licenses will be in form reasonably satisfactory to Utility's legal counsel.

ARTICLE II

Obligations and Construction of Facilities by Developer

1. Facilities
Developer shall construct and install all necessary wastewater collection, treatment, and disposal facilities to serve the Property, including but not limited to commercial septic tanks and pumping systems, force mains, wastewater treatment and disposal equipment and facilities, building and other facilities as are reasonably required to provide adequate wastewater services (herein referred to as the "Facilities"). Developer or residential owner shall construct and install all necessary residential STEP systems that are connected onto the system. Developer shall interconnect the wastewater facilities to Utility's wastewater system as determined by Utility.
2. All materials used by the Developer for said Facilities shall be new, first-class, and suitable for the uses made thereof. Developer guarantees all construction, materials, workmanship, and the trouble-free operation of the Facilities (or any

portion of the Facilities) for one year after the Facilities (or such portion of the Facilities) are placed in service.

3. All Facilities constructed and installed by Developer pursuant to this Article II shall be constructed and installed without cost or expense to Utility.
4. All plans, specifications and construction of the Facilities shall be in accordance with applicable standards, requirements, rules and regulations of all governmental bodies and regulatory agencies which may have jurisdiction thereover, and shall have received the written approval of Utility before construction is begun, which approval shall not be unreasonably withheld or delayed.
5. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the performance of the construction of the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision and control, including but not limited to claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including reasonable attorneys' fees.
6. Developer shall obtain, with cooperation from Utility, all requisite permits and zoning and other approvals and all else required to construct the Facilities.
7. All of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility as installed, with the exception of the commercial and residential sewage drain lines, residential STEP systems, and the residential service lines. Developer shall execute all conveyances, licenses and other documents reasonably requested by Utility as necessary or desirable in its opinion to ensure its ownership of, ready access to, and operation and maintenance of the Facilities. Developer shall furnish Utility with lien waivers in a form reasonably satisfactory to Utility's counsel from Developer and from all suppliers, subcontractors and all others who furnish labor, equipment, materials, rentals, or who perform any services in connection with Facilities construction herein. Developer agrees to provide to Utility documentary evidence, in form satisfactory to Utility, sufficient to establish the original cost of the Facilities. Utility shall have, at all times, all right, title, and interest in and to the Facilities.
8. Developer shall, prior to the transfer to Utility of the Facilities, grant permanent, assignable easements satisfactory to Utility, authorizing Utility to own, operate

and maintain the Facilities throughout the Property and providing reasonably adequate rights of access and working space for such purposes.

9. Developer shall, upon transfer to Utility of the Facilities, provide to Utility as-built drawings, and all other information reasonably required to operate, maintain, and repair the Facilities.
10. Developer shall not have the right to connect service connections to the Facilities until such time as the Facilities have been formally accepted by the Utility, written approvals have been received from all governmental bodies and regulatory agencies which may have jurisdiction thereover, and all applicable connection fees have been paid.
11. All connections must be inspected by the Utility prior to backfilling and covering of any pipes. Written notice to the Utility requesting an inspection of a connection shall be made at least forty-eight (48) hours in advance of the inspection, excluding weekends and official Utility holidays.
12. Should the Developer fail to comply with the foregoing inspection provisions, Utility may refuse service to a connection until such time as the appropriate inspections have been completed.
13. Upon Developer's satisfaction of its obligations under this Agreement, Utility agrees to reserve adequate utility capacity for up to eighty-five (85) wastewater connections located within the Property.

ARTICLE III

Representations and Warranties of Developer

1. Neither Developer nor any entity or individual affiliated with Developer has executed or will execute any agreement with any lot purchaser in the Property, or any other parties or made any representations to any such purchasers or other parties whereunder such purchaser or other parties have acquired any interest in Facility to be installed under this Agreement.

ARTICLE IV

Utility Services, Connection Fees, Rates and Charges

1. Upon installation of the Facilities and payment of connection fees, Utility agrees to supply all customers within the Property with adequate and customary sanitary sewer service, and to operate, maintain and repair all Facilities as

indicated herein, after acceptance by Utility and issuance of operational approvals by all regulatory authorities.

ARTICLE V

Commission Approval

1. Within thirty (30) days following the execution of this Agreement, Utility will file a petition with the Commission requesting approval of this Agreement, if necessary. All terms and conditions contained herein are subject to Utility receiving said approvals from the Commission.

ARTICLE VI

General

1. Except as provided in this Agreement, neither party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligations hereunder, if such failure, default or delay is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, interference by civil authorities, acts or failure to act, decisions or order or regulations of any governmental or military body or agency, office or commission, delays in receipt of materials, or any other cause, whether of similar or dissimilar nature, not within the control of the party affected and which, by the exercise of due diligence, such party is unable to prevent or overcome, except as otherwise provided for herein. Should any of the foregoing events occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.
2. Developer acknowledges that Utility's obligation to provide utility service is expressly conditioned upon the parties' mutual understanding that Utility has no obligation to install any additional capacity to serve the Property.
3. Restrictions on the wastewater treatment system for the individual residential units are listed in Exhibit 2. Developer agrees to include these items in the homeowners covenants and restrictions.
4. Developer agrees to control the discharge into the system by adhering to the prohibitions listed in Exhibit 3.
5. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be

construed as a general waiver or relinquished on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

6. The representations, warranties and agreements contained herein shall survive, and continue in effect. Utility agrees to indemnify Developer, its successors and assigns, and hold Developer harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentations or breach of any representation, warranty or agreement on the part of Utility under this Agreement; Developer agrees to indemnify Utility, its successors and assigns, and hold it and them harmless against any loss, damage, liability, expense or cost of Utility, accruing or resulting from any misrepresentation or breach of any representation, warranty, or agreement on the part of Developer under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Utility by Developer.
7. This Agreement sets forth the complete understanding between Developer and Utility, and any amendments hereto to be effective must be made in writing.
8. Notices, correspondence and invoicing required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:

If to Utility:

Jacabb Utilities, LLC
210 W. North Second Street
Seneca, SC 29678
ATTN: Steve Goldie
Managing Owner

If to Developer:

Cane Creek Partners, LLC
ATTN: Mel Weaver
106 Cedar Lake Court
Greenwood, SC 29649

Delivery when made by registered or certified mail shall be deemed complete upon mailing. Delivery by overnight courier shall be deemed complete when delivered.

9. This Agreement may not be assigned by Developer without the written approval of Utility, which approval shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. This Agreement shall be governed by the laws of the State of South Carolina.
11. If this Agreement is not executed prior to May 30, 2007 then the terms and conditions contained herein will be waived, with no further obligations or responsibilities to either party.

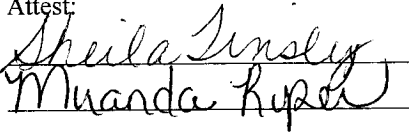
IN WITNESS WHEREOF, the parties hereto have set their
seals the day and year above first written.

Jacabb Utilities, LLC

By: 

Its: Managing Owner

Attest:

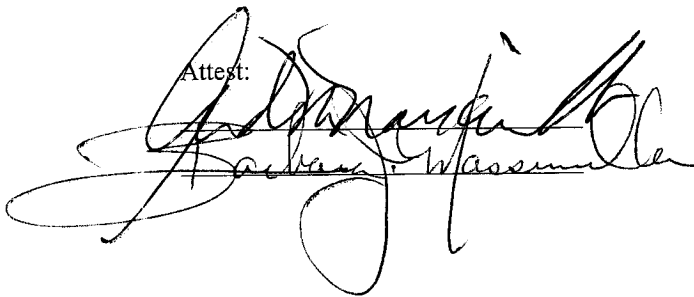

Muanda Kuper

Cane Creek Partners, LLC

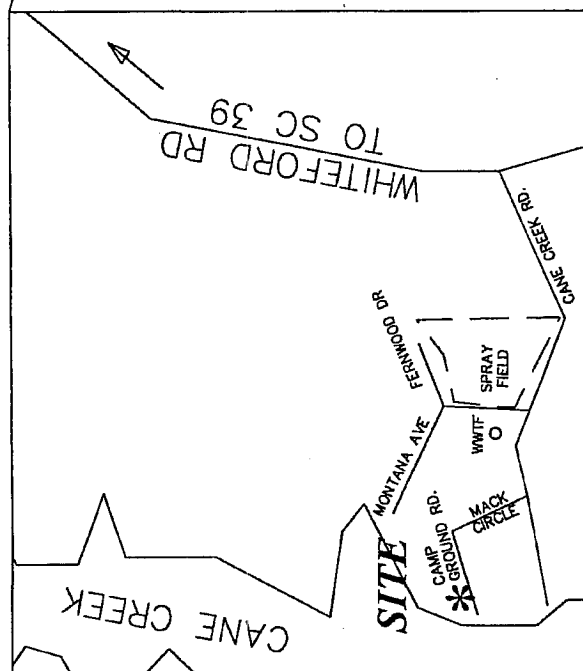
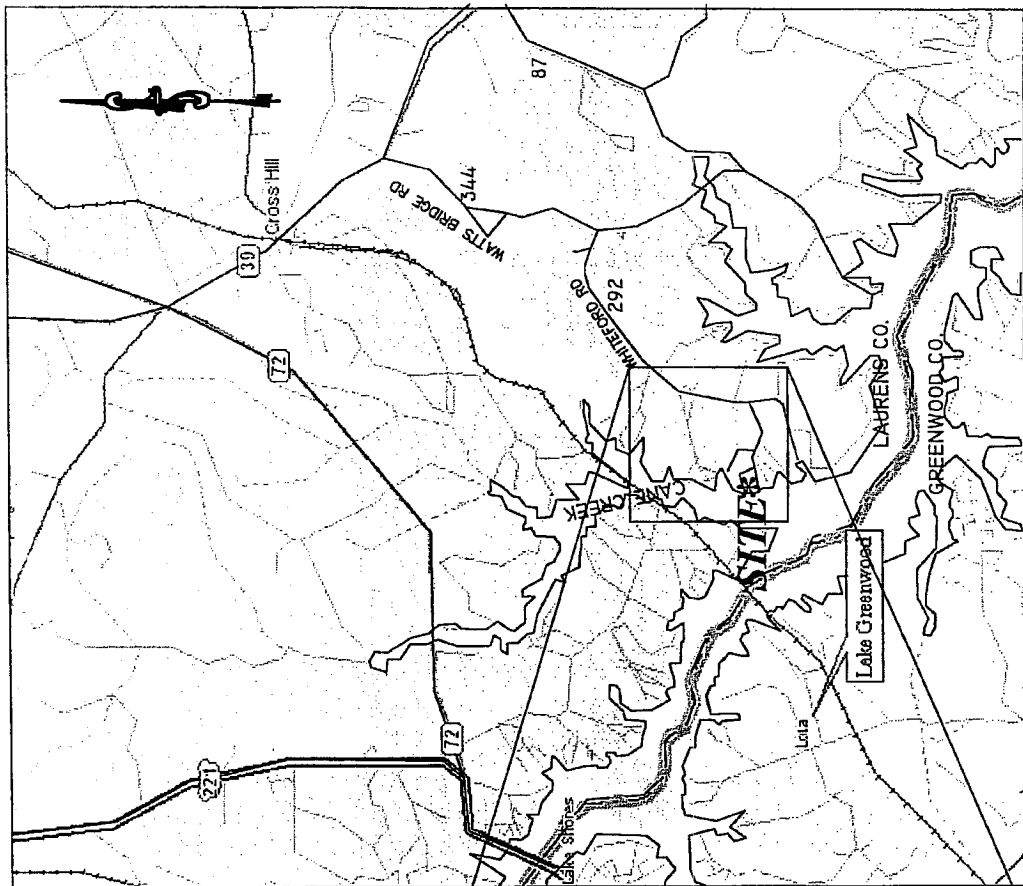
By: 

Its: Managing Member

Attest:


Barbara Wassum

VICINITY MAP - NOT TO SCALE



CANE CREEK MOTORCOACH
WWTF AND SPRAYFIELD

VICINITY MAP
FIGURE 1

EXHIBIT 2

Covenants and Restrictions Regarding Wastewater Treatment System

Homeowners are provided with the Onsite Homeowner's Manual which details preventive maintenance for homes with onsite wastewater treatment systems along with the equipment warranty for the treatment system.

Homeowners shall:

NEVER enter a tank or access riser. Gases that can be generated in the tank and/or oxygen depletion can be fatal. Report loose or missing lids and bolts immediately.

Provide for unfettered access to the sewer connection by the maintenance company operator for scheduled and emergency inspection and maintenance.

NOT flush dangerous and damaging substances into your wastewater treatment system such as pharmaceuticals, excessive amounts of bath or body oils, water softener backwash, flammable or toxic products, household cleaners (especially floor wax and rug cleaners), chlorine bleach, chlorides, pool or spa products, pesticides, herbicides, or agricultural chemicals or fertilizers.

Report any broken, damaged or missing hardware such as lids and air vents to the maintenance company operator.

NOT dispose of excessive food solids into the system. These should be disposed with household trash. Food byproducts accelerate the need for septage pumping and increase maintenance frequency.

NOT discard into the system substances that cause maintenance problems and/or increase the need for septage pumping, such as: egg shells, cantaloupe seeds, gum, coffee grounds, tea bags, chewing tobacco, cigarette butts, paper towels, newspapers, sanitary napkins, diapers, kitty litter, candy wrappers, cooking grease, rags, and large amounts of hair.

NOT dispose of excessive quantities of grease into the system.

NOT leave interior faucets on for any reason, such as protecting water lines during cold spells.

NOT use excessive amounts of water and conserve water as much as possible. Using 50 gallons per person per day is typical.

Maintain internal plumbing system in good repair and eliminate leaks, drips, or excess flows immediately.

Keep lint out of the wastewater treatment system by cleaning the lint filters on your washing machine and dryer before every load. Adding a supplemental lint filter on your washing machine is a good precautionary measure.

NOT connect rain gutters or storm/diversion drains to the system or allow surface water/runoff to drain to or collect near tanks or equipment.

Minimize your need of holding tank deodorizers by using rest stop facilities when you can. If you must use a holding tank deodorizer, read the label carefully. Biodegradable (enzyme and citrus-based) products are available. Whichever product you choose, follow label directions and add no more than recommended amounts.

Use toilets for waste and toilet paper only. Some products that claim to be flushable, such as some types of cat litter, may clog hoses and septic tanks;

Ask questions of your park manager about drinking water and wastewater management. Sanitation costs can be minimal, but not free.

Educate other RVers. Don't be shy about health.

Exhibit 3

General Prohibitions. No user shall introduce or cause to be introduced into the System any pollutant or wastewater which causes pass-through or interference or shall introduce or cause to be introduced pollutants, substances, or wastewater that have not been processed or stored in such a manner that they could be discharged to the System. No industrial user shall discharge to the System without authorization from Jacabb Utilities, LLC.

Specific Prohibitions. No user shall introduce or cause to be introduced into the System the following substances, or wastewater:

- (1) Pollutants which create a fire or explosive hazard in the System, including, but not limited to, waste with a closed-cup flash point of less than 140°F (60°C) using the test methods specified in 40 261.21.
- (2) Wastewater having a pH lower than 5.5 or higher than 12.0, or otherwise causing corrosive structural damage to the System or equipment.
- (3) Any solids or viscous substances that may cause obstruction to flow or be detrimental to sewerage operations. These objectionable substances include, but are not limited to, asphalt, dead animals, ashes, sand, mud, straw, industrial process shavings, metals, glass, rags, feathers, tar, plastics, whole blood, paunch manure, bones, hair and fleshings, entrails, paper dishes, paper cups, milk containers, or other similar paper products, either whole or ground.
- (4) Any animal or vegetable based oils, fats, or greases whether or not emulsified, which would tend or clog, cause interference, pass through, or adverse effects on the System. Grease removed traps or interceptors shall not be discharged to the System.
- (5) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the System.
- (6) Reserved.
- (7) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin at a total concentration exceeding 100 mg/l.
- (8) Wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with pollutants, to injure or interfere with a wastewater treatment process, constitute a hazard to humans animals, or create a toxic effect in the receiving ground waters of the System.
- (9) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by Jacabb Utilities, LLC.

(10) Pollutants which result in the presence of toxic gases, vapors, or fumes within the System in a may cause acute worker health and safety problems. Acute worker health and safety problems defined using the most recent information on TWA-TLV, TWA-STEEL, and IDLH from the American Conference of Governmental Industrial Hygienists (ACGIH), National Institute for Occupational Health (NIOSH), EPA, and the Occupational Health and Safety Administration (OSHA).

(11) Trucked or hauled pollutants, unless specifically agreed to by Jacabb Utilities, LLC.

(12) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance, inspection or repair.

(13) Wastewater which imparts color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

(14) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable Federal and State regulations or permits issued by Federal and State Agencies and specifically authorized by Jacabb Utilities, LLC.

(15) Sludge, screenings, or other residues from the pretreatment of industrial wastes.

(16) Medical or infectious wastes, except as specifically authorized by Jacabb Utilities, LLC in a wastewater discharge permit.

(17) Detergents, surface-active agents, or other substances which may cause excessive foaming and cause interference and pass-through the Wastewater Treatment Plant.

(18) Waters or wastes containing phenol or other taste- or odor-producing substances in such concentrations exceeding limits established by Federal, State or other public agencies having jurisdiction for the discharge to the receiving waters.

(19) Garbage that has not been properly shredded to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the System. At no time shall the concentration of properly ground garbage exceed a level that would prevent the System from maintaining the required efficiency or cause operational difficulties.

(20) Swimming pool drainage unless specifically authorized by Jacabb Utilities, LLC. No person who fills a swimming pool with non-metered water may discharge swimming pool drainage to a sanitary sewer without a Jacabb Utilities, LLC wastewater discharge authorization.

(21) It shall be unlawful for silver-rich solution from a photographic processing facility to be discharged or otherwise introduced into the System, unless such silver-rich solution is managed by the photographic processing facility in accordance with the most recent version of the Silver CMP prior to its introduction into the System.

“EXHIBIT B”

The Resort's Property Owners Association will be the single customer for Jacabb Utilities, LLC (Applicant). Cane Creek Motorcoach Resort consists of one (1) commercial unit and eighty-four (84) RV spaces.

The Applicant's existing rate structure does not allow for single customer systems such as the proposed system. The Applicant therefore requests the rate of \$3,565.11 be considered and approved for the Cane Creek Motorcoach Resort.

The treatment facility is located in an area that is not likely to be served by a municipality system and due to site constraints requires advanced treatment and disposal techniques that require significant operational oversight. The collection system consists of eleven (11) septic tanks and eight (8) duplex pump stations located in various places around the system. Septic tank effluent is pumped to the wastewater treatment plant via a network of forcemain pipes. The wastewater treatment plant consists of two (2) recirculating media filters with a fiberglass recirculation tank and pumps. After the pH is corrected, the wastewater is treated by flowing the wastewater through the recirculating medial filters a number of times before it is discharged to a fiberglass wetwell and holding pond. Pumps in the wetwells pump the treated wastewater through a flow meter and an ultraviolet disinfection unit prior to dispersal on the sprayfields. A center pivot irrigation rig and four (4) spray cannons disperses the water on the site, which will be fenced.